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9 Attorney for Debtor

10 UNITED STATES BANKRUPTCY COURT
11 DISTRICT OF NEVADA

12 —ooOoo—

13 In Re:

Case No. BK-N-11-50084-BTB
Chapter 11

14 ELKO GOLD MINE, LLC,

15 Debtor.

MOTION FOR ORDER
(1) AUTHORIZING USE OF
CASH COLLATERAL;
(2) AUTHORIZING PAYMENT
OF PRE-PETITION WAGES; and
(3) PROHIBITING TERMINATION
OF FRANCHISE AGREEMENT

Hearing: First Day Motion

16
17 Debtor, ELKO GOLD MINE, LLC, a Nevada limited liability company ("Debtor"),
18 the debtor in possession in the above-captioned chapter 11 case, hereby moves the Court for
19 an order: (1) authorizing the Debtor's use cash collateral; (2) authorizing the Debtor to pay
20 pre-petition wages, and (3) prohibiting termination of franchise agreement. This Motion is
21 based on the following memorandum of points and authorities and the Declaration Jagmohan
22 Dhillon filed herewith.

23 **MEMORANDUM OF POINTS OF AUTHORITIES**

24 **A. Background Facts**

25 1. Debtor filed its voluntary petition under Chapter 11 of the United States
26 Bankruptcy Code on January 10, 2011 (the "Petition Date").

27 2. The Debtor owns certain real property identified as a Best Western Elko Inn
28 located at 1930 Idaho Street, Elko, NV 89801 (the "Property"). The Property is operated as

1 a hotel under a franchise agreement with Best Western International ("BWI"), and is
2 comprised of 108 rooms upon approximately two acres of property.

3 3. The Debtor's Property is subject to two secured loans as follows:

4 City of Elko \$ 135,683.00 (estimated)

5 Excel National Bank \$4,955,409.00 (estimated)

6 Prior to commencement of this Chapter 11 case, the Debtor was in default in the payments
7 to Excel National Bank (the "Bank") by failing to make payments or by making only partial
8 payments since August 24, 2010. The Debtor attempted to reach an agreement with Excel
9 National Bank pre-petition, but was unable to do so.

10 4. Prior to the Petition Date, the Bank commenced an action in the Superior Court
11 of California, County of Los Angeles, West District, entitled Excel National Bank v. Elko
12 Gold Mine, LLC, et al., Case No. SC1110298 (the "State Action"). The Bank also filed
13 Plaintiff's Ex Parte Application And Memorandum Of Points And Authorities in Support Of:
14 (1) Appointment of Rents, Issues and Profits Receiver; (2) Order To Show Cause Why
15 Receiver Should Not Be Confirmed *Pendente Lite*; (3) Temporary Restraining Order; and
16 (4) Order To Show Cause Why Preliminary Injunction Should Not Be Granted; Or In The
17 Alternative, For The (1) Issuance Of Temporary Restraining Order; (2) Order To Show
18 Cause Why A Receiver Should Not Be Appointed, and Why A Preliminary Injunction Should
19 Not Issue; and (3) Order Shortening Time For Hearing On Plaintiff's Application (the
20 "Receivership Motion"). This Chapter 11 case was filed prior to the hearing on the
21 Receivership Motion, which was stayed pursuant to the automatic stay.

22 5. In year 2009 and through mid-2010, Debtor experienced a decrease in room
23 occupancy and a resulting decrease in revenue. As of the date of this Motion, occupancy and
24 resulting revenues have increased. In addition, in 2009 the Bank agreed to provide additional
25 financing in the amount of approximately \$2,000,000.00 to pay off certain debts of the
26 Debtor, and to completed certain renovations of the Debtor required to meet franchise
27 obligations and to improve the appearance of the Property. This financing was never
28 completed by the Bank.

1 6. The Debtor continues to operate its business and no trustee or examiner has
2 been appointed, nor have any committees been appointed by the United States Trustee.

3 7. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§1408 and
4 1409. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

5 **B. Proposed Use of Cash Collateral**

6 As addressed below, the income generated by the Debtor's rental of rooms is cash
7 collateral (the "Cash Collateral") subject to the security interest of the Bank. The Debtor
8 needs immediate authority to use the Cash Collateral for its daily operations. Attached hereto
9 as **Exhibit "A"** is the Debtor's projections for the use of the Cash Collateral for the next
10 twelve months (the "Budget"). Debtor requests that it be authorized to pay the expenses
11 identified in the Budget, and that all excess Cash Collateral be paid to the Bank by the 20th
12 day of each month for the previous monthly period. Debtor further requests that it be
13 allowed to deviate from its budget for actual expenses incurred by an amount not to exceed
14 an aggregate of 10% of the total expenses.

15 For the most part, items identified in the Budget are self explanatory. "Professional
16 Legal Fees" refers to legal expenses to be incurred in this Chapter 11 case, as well as other
17 legal expenses associated with operating. Debtor acknowledges that such request is subject
18 to approval of the Bank. The "Management Fee" is payable to Dhillon Management, LLC
19 and is compensation for payroll preparation and supervision, federal and state tax returns and
20 reports, payment of accounts payable, collection of accounts receivable, supplies and freight,
21 and oversight and supervision of employees.

22 The income projected in the Budget is estimated based upon historical information
23 and projected industry trends.

24 As of the date of this Motion, the Bank has not consented to the use of the Cash
25 Collateral.

26 **C. Legal Basis For Use of Cash Collateral**

27 Pursuant to Section 363(a) of the Bankruptcy Code, the income generated from the
28 rental of rooms is cash collateral. Under Section 363(c)(2) of the Bankruptcy Code, the

1 Debtor may not use cash collateral without the consent of the Bank or authority granted by
2 the court.

3 The Debtor, as debtor-in-possession of the estate, has the duty to protect and conserve
4 property in its possession for the benefit of creditors. *In re Devers*, 759 F.2d 751 (9th Cir.
5 1985). The exact nature of the duty owed by a debtor-in-possession of the estate was defined
6 in *In re Morning Star Ranch Resorts*, 64 B. R. 818 (Bkrcty. D. Colo. 1986):

7 The debtor is a fiduciary and operates the property as a fiduciary for the parties
8 in interest. He has obligations to operate the property in good fashion, to pay
9 the expenses of operation and the cost of maintenance, to preserve and protect
the property, and to account for the monies received and the expenses paid.

10 64 B.R. at 822.

11 The Debtor proposes that, with the Court's permission, it be allowed to continue to
12 operate its business by continued use of Cash Collateral under the terms set forth herein. The
13 income fluctuates monthly, depending on room occupancy. The projections in the Budget
14 are based on historical information, and minor projected increases. The monthly net income
15 will be paid to the Lender. In addition, the Debtor proposes to grant the Lender a
16 replacement lien in all future income generated by operation of the Property.

17 Under Section 361 of the Bankruptcy Code, the Debtor may provide adequate
18 protection by making periodic cash payments "to such entity, to the extent that . . . any grant
19 of a lien under section 364 of this title results in a decrease in the value of such entity's
20 interest in such property." 11 U.S.C. §361(1). Adequate protection may also be provided
21 by providing to such entity an additional or replacement lien to the extent that such stay, use,
22 sale, lease, or grant results in a decrease in the value of such entity's interest in such property.
23 11 U.S.C. § 361(2).

24 The proposed adequate protection for the Bank is expected to be sufficient to protect
25 the Bank from diminution in the value of its interest in the Cash Collateral during the period
26 it is used by the Debtors. *See In re Kain*, 86 B.R. 506, 513 (Bankr. W.D. Mich. 1988); *In re*
27 *Beker Indus. Corp.*, 58 B.R. 725, 736 (Bankr. S.D.N.Y. 1986).

28 The law is clear that preservation of the value of a secured creditor's lien is sufficient

1 to provide adequate protection to a secured creditor when a debtor seeks to use cash
 2 collateral. *In re Triplett*, 87 B.R. 25 (Bankr. W.D.Tex. 1988). *See also, In re Stein*, 19 B.R.
 3 458 (Bankr. E.D.Pa. 1982). In *Stein*, the Court found that, as a general rule, a debtor may use
 4 cash collateral where such use would enhance or preserve the value of the collateral, and
 5 allowed the debtor therein to use cash collateral even though the secured party had no equity
 6 cushion for protection. The *Stein* Court determined that the use of cash collateral was
 7 necessary to the continued operations of the debtor, and that the creditor's secured position
 8 could only be enhanced by the continued operation of the debtor's business. *See also, In re*
 9 *McCombs Properties VI, Ltd.*, 88 B.R. 261 (Bankr. C.D. Cal. 1988), the court determined
 10 that the debtor's use of cash collateral for needed repairs, renovations and operating expenses
 11 eliminated the risk of diminution in the creditor's interest in the cash collateral and such use
 12 would more likely increase cash collateral. Additionally, in determining adequate protection,
 13 courts have stressed the importance of promoting a debtor's reorganization. In *In re*
 14 *O'Connor*, Circuit stated:

15 "In this case, debtors, in the midst of a Chapter 11 proceeding, have proposed
 16 to deal with cash collateral for the purpose of enhancing the prospects of
 17 reorganization. This quest is the ultimate goal of Chapter 11. Hence, the
 18 Debtor's efforts are not only to be encouraged, but also their efforts during the
 19 administration of the proceeding are to be measured in light of that quest.
 20 Because the ultimate benefit to be achieved by a successful reorganization
 inures to all the creditors of the estate, a fair opportunity must be given to the
 Debtor to achieve that end. Thus, while interests of the secured creditor whose
 property rights are of concern to the court, the interests of all other creditors
 also have bearing upon the question of whether use of cash collateral shall be
 permitted during the early stages of administration."

21 808 F.2d at 1937.

22 The Debtor believes that the proposed adequate protection is fair and reasonable and
 23 more than sufficient to provide adequate protection for the use of the Cash Collateral.

24 **D. Payment of Pre-Petition Wages**

25 As of the Petition Date, the Debtor owed wages as specifically set forth in the chart
 26 attached hereto as **Exhibit "B."** The Debtor pays wages every other Friday. Since the case
 27 was filed on a Monday, the salaries in Exhibit "B" are prorated to identify only pre-petition
 28 amounts.

1 The Debtor seeks authority to pay its pre-petition wages. The total pre-petition
 2 salaries and wages owed are \$7,878.81. The Debtor's ability to reorganize and preserve its
 3 business is dependent upon the continued service of its employees. Failure to pay any pre-
 4 petition wage claim will result in serious disruption of the Debtor's business.

5 **E. Legal Authority For Payment Of Pre-Petition Wage Claims**

6 Bankruptcy Code Sections 507(a)(3) and (a)(4) of the Bankruptcy Code give priority
 7 up to \$11,725.00 per individual for pre-petition claims for wages, salaries, commissions,
 8 vacation and sick leave and claims for contributions to employee benefit plans. The Debtor
 9 believes that the pre-petition salary and wage amounts that the Debtor seeks to pay the
 10 employees are entitled to priority under Bankruptcy Code Section 507(a)(3) and that no
 11 employees will be owed more than \$11,725.00 for wages and salaries as of the Petition Date.

12 This Court should authorize the Debtor under Bankruptcy Code Section 105(a) to pay
 13 all of the pre-petition employee obligations in full. Specifically, Bankruptcy Code Section
 14 105(a) provides that "the court may issue any order, process, or judgment that is necessary
 15 or appropriate to carry out the provisions of this title."

16 Under the "necessity of payment" doctrine, first enunciated by the Supreme Court in
 17 *Miltenberger v. Logansport, C. & S.W.R. Co.*, 106 U.S. 286 (1882), a bankruptcy court may
 18 use its Bankruptcy Code Section 105 equitable powers to permit a debtor-in-possession to
 19 pay pre-petition claims when payment is necessary to effectuate a successful reorganization.
 20 *See In re Lehigh & New England Rv. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (necessity of
 21 payment doctrine "teaches no more than, if payment of a claim which arose prior to
 22 reorganization is essential to the continued operation of the [business] during the
 23 reorganization, payment may be authorized even if it is made out of corpus").

24 The continued service and dedication of the employee is critical to the Debtor. For
 25 instance, in *In re Ionosphere Clubs, Inc.*, 98 B.R. 174 (Bankr. S.D.N.Y. 1989), the court
 26 permitted Eastern Air Lines, Inc. ("EAL") to pay its current employees' prebankruptcy
 27 wages, salaries, medical benefits and business expense claims, relying on Bankruptcy Code
 28 Section 105(a) to effectuate a restructuring of EAL's finances to provide jobs for its

employees. *See Id.* at 177 (citing H.R. Rep. No. 95-595 at 16 (1977)).

This and other Courts have invoked their Bankruptcy Code Section 105(a) equitable powers on numerous occasions to authorize the payment of pre-petition employee claims when, as in this case, nonpayment or delay would damage a debtor's business or its ability to effect a successful reorganization. *See e.g. In re National Airlines, Inc.*, Case No. 00-19258-LBR (Bankr. D. Nev. Dec. 7, 2000); *In re Einstein/Noah Bagel Corp.*, Case Nos. 00-0447-ECF-CGC and 00-0448-ECF-CGC (Bankr. D. Ariz. April 28, 2000); *In re Pegasus Gold Corp.*, Case No. 98-30088-GWZ (Bankr. D. Nev. Jan. 23, 1998); *In re Air Transport Int'l Ltd. Liability Co.*, Case No. 98-30248-GWZ (Bankr. D. Nev. Feb. 4, 1998); *In re Stone & Webster Inc.*, Case No. 00-2142 (RRM) (D. Del. June 5, 2000).

F. Requiring Franchisor To Maintain Debtor's Booking System

Debtor operates under a franchise agreement with BWI. The Debtor was in default under the franchise agreement pre-petition, however the franchise agreement was not terminated. The Debtor operates as a Best Western hotel, which is critical to the Debtor's successful reorganization. Under the franchise agreement, BWI provides booking services for the Debtor's operations. For example, potential customers can access the BWI website and through that website book a room at the Property. Prior to filing the petition in this case, BWI terminated the Debtor's booking services by reason of non-payment. BWI demanded a certain payment amount in order to reinstate the booking services. Post-petition, the Debtor intends to assume, pay and cure the franchise agreement with BWI which is an executory contract. Specifically, the Debtor will continue to make regular payments owed to BWI, and will provide for a cure either in its plan, or on earlier date if brought before the Court on motion. Debtor seeks an order requiring BWI to continue to provide its booking services to the Debtor.

The Debtor's franchise agreement with BWI is an executory contract which the Debtor intends to assume. The franchise agreement is property of the estate. An executory contract that is property of the estate can only be terminated after grant of relief from the stay. *See In re Computer Communications, Inc.*, 824 F.2d 725, 729-30 (9th Cir. 1987); *In re*

1 *Carroll*, 903 F.2d 1266 (9th Cir. 1990). An executory contract cannot be unilaterally
 2 terminated by the non-debtor party. *In re Olson*, 2006 Bank. LEXIS 4823 (9th Cir. BAP
 3 2006).

4 Any attempt to terminate, in whole or in part, the Debtor's franchise agreement is
 5 prohibited as a violation of the automatic stay. Accordingly, the Debtor requests an order
 6 requiring BWI to comply with the terms of the franchise agreement with respect to the
 7 booking procedures for the Debtor's Property.

8 **G. Conclusion and Relief Requested**

9 Based upon the above points and authorities, Debtor respectfully requests an order:

- 10 1. Authorizing the Debtor to use Cash Collateral in accordance with the Budget,
 11 to allow 10% aggregate deviation from the Budget, to pay monthly to the Bank
 12 all Cash Collateral in excess of the Budget, and to grant the Bank a
 13 replacement lien on all post-petition Cash Collateral.
- 14 2. To authorize the Debtor to pay all pre-petition wages and salaries to employees
 15 as identified in Exhibit "B."
- 16 3. To require Best Western International to comply with the booking procedures
 17 under the franchise agreement.
- 18 4. For such other and further relief as may be appropriate under the
 19 circumstances.

20 Dated this 18th day of January, 2011.

21 LAW OFFICES OF ALAN R. SMITH

22 By: /s/ Alan R. Smith
 23 ALAN R. SMITH, ESQ.
 24 Co-Counsel for Debtor
 25
 26
 27
 28

Exhibit “A”

Elko Gold Mine LLC	1	2	3	4	5	6	7	8	9	10	11	12	13
Monthly Period Jan 2011 - Jan 2012	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12
Tax Collected	15,686.16	12,513.35	14,508.00	13,373.40	11,159.76	14,821.44	21,190.44	23,352.72	20,935.68	17,785.68	15,308.52	15,436.68	17,254.78
Net Revenue - Rooms	130,718.00	104,277.93	120,900.00	111,445.00	92,998.00	123,512.00	176,587.00	194,606.00	174,464.00	148,214.00	127,571.00	128,639.00	143,789.80
Total Gross Cash Receipts	146,404.16	116,791.28	135,408.00	124,818.40	104,157.76	138,333.44	197,777.44	217,958.72	195,399.68	166,999.68	142,872.52	144,075.68	161,825.46
Salaries and Wages	27,450.78	22,941.14	21,762.00	22,289.00	15,809.66	29,642.88	33,551.53	29,190.90	29,658.88	22,232.10	20,411.36	30,873.36	30,359.84
Payroll Taxes	3,921.54	3,128.34	3,627.00	3,343.35	2,789.94	3,705.36	5,297.61	5,838.18	5,233.92	4,446.42	3,827.13	3,859.17	4,337.12
Employee Benefits						100.00						1,500.00	
Total Payroll Expense	31,372.32	26,069.48	25,389.00	25,632.35	18,599.60	33,448.24	38,849.14	35,029.08	34,892.80	26,678.52	24,238.49	36,232.53	34,696.96
Operational Expense													
Comp Brkt Food/Supplies	6,535.90	5,213.90	6,045.00	5,572.25	4,649.90	6,175.60	8,829.35	9,730.30	8,723.20	7,410.70	6,378.55	6,431.95	7,228.53
Operating Supplies	6,535.90	5,213.90	6,045.00	5,572.25	4,649.90	6,175.60	8,829.35	9,730.30	8,723.20	7,410.70	6,378.55	6,431.95	7,228.53
Operating Services	3,921.54	3,128.34	3,627.00	3,343.35	2,789.94	3,705.36	5,297.61	5,838.18	5,233.92	4,446.42	3,827.13	3,859.17	4,337.12
Office Supplies	392.15	312.83	362.70	334.34	278.99	370.54	529.76	583.82	523.39	444.64	382.71	385.92	433.71
Professional & Legal Fees	5,228.72	4,171.12	4,836.00	4,457.80	3,719.92	4,940.48	7,063.48	7,784.24	6,978.56	5,928.56	5,102.84	5,145.56	5,782.83
Travel Agent Commission	653.59	521.39	604.50	557.23	464.99	617.56	882.94	973.03	872.32	741.07	637.86	643.20	722.85
Dry Cleaning	130.72	104.28	120.90	111.45	93.00	123.51	176.59	194.61	174.46	148.21	127.57	128.64	144.57
Franchise Fees	13,071.80	10,427.79	12,090.00	11,144.50	9,299.80	12,351.20	17,658.70	19,460.60	17,446.40	14,821.40	12,757.10	12,863.90	14,457.07
Employee Training	13.07	10.43	12.09	11.14	9.30	12.35	17.66	19.46	17.45	14.82	12.76	12.86	14.46
Travel Expense	653.59	521.39	604.50	557.23	464.99	617.56	882.94	973.03	872.32	741.07	637.86	643.20	722.85
Postage & Freight	196.08	156.42	181.35	167.17	139.50	185.27	264.88	291.91	261.70	222.32	191.36	192.96	216.86
License and Tax	196.08	156.42	181.35	167.17	139.50	185.27	264.88	291.91	261.70	222.32	191.36	192.96	216.86
Management Fee	5,228.72	4,171.12	4,836.00	4,457.80	3,719.92	4,940.48	7,063.48	7,784.24	6,978.56	5,928.56	5,102.84	5,145.56	5,782.83
Charitable Contributions						500.00					500.00		
Dues and Subscriptions	261.44	208.56	241.80	222.89	186.00	247.02	353.17	389.21	348.93	296.43	255.14	257.28	289.14
Software Comm and Internet	980.39	782.08	906.75	835.84	697.49	926.34	1,324.40	1,459.55	1,308.48	1,111.61	956.78	964.79	1,084.28
Bank Charges	52.29	41.71	48.36	44.58	37.20	49.40	70.63	77.84	69.79	59.29	51.03	51.46	57.83
Credit Card Merchant Fees	3,267.95	2,506.95	3,022.50	2,786.13	2,324.95	3,087.80	4,414.68	4,865.15	4,361.60	3,705.35	3,189.28	3,215.98	3,614.27
Insurance	2,222.21	1,772.72	2,053.30	1,894.57	1,580.97	2,099.70	3,001.98	3,308.30	2,965.89	2,519.64	2,168.71	2,186.86	2,457.70
Pest Control	104.57	83.42	96.72	88.16	74.40	98.81	141.27	155.68	139.57	118.57	102.06	102.91	115.66
Repair & Maintanences	7,843.08	4,171.12	7,254.00	6,686.70	5,579.88	7,410.72	10,595.22	11,676.36	10,467.84	8,892.84	7,718.34	8,674.24	8,674.24
Utilities	13,071.80	10,427.79	12,090.00	11,144.50	9,299.80	12,351.20	17,658.70	19,460.60	17,446.40	14,821.40	12,757.10	12,863.90	14,457.07
Theft & Loss												1,000.00	
Advertising and Promotion	1,960.77	1,564.17	1,813.50	1,671.68	1,394.97	1,857.68	2,648.81	2,919.09	2,616.96	2,223.21	1,913.57	1,929.59	2,168.56
Admin & General	72,522.35	55,767.84	67,076.32	61,829.69	51,595.29	69,024.46	97,970.47	107,967.41	96,792.63	82,225.13	70,776.39	72,868.92	80,207.81
Property Taxes	4,133.00	4,133.00	4,133.00	4,133.00	4,133.00	4,133.00	4,133.00	4,133.00	4,133.00	4,133.00	4,133.00	4,133.00	4,133.00
Occupancy Tax	15,686.16	12,513.35	14,508.00	13,373.40	11,159.76	14,821.44	21,190.44	23,352.72	20,935.68	17,785.68	15,308.52	15,436.68	17,254.78
Total Tax Expense	19,819.16	16,646.35	18,641.00	17,506.40	15,292.76	18,954.44	25,323.44	27,485.72	25,068.68	21,918.68	19,441.52	19,569.68	21,387.78
Total Job Cost	123,713.83	98,483.67	111,105.32	104,968.44	85,487.65	121,427.14	162,143.05	170,482.21	156,754.11	130,826.33	114,456.40	128,671.13	136,292.55
NOI	22,690.33	18,307.61	24,302.68	19,849.96	18,670.11	16,906.30	35,634.39	47,476.51	38,645.57	35,173.35	28,423.12	15,404.55	25,532.90

* Year from now, the revenue increased is estimated in hopes economy stabilizes.

EXHIBIT "A"

Exhibit “B”

BEST WESTERN ELKO INN			Pay Date												
EMPLOYEE NAME	POSITION	RATE													
Chronological order		hr / bi-wk	31-Dec	1-Jan	2-Jan	3-Jan	4-Jan	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	Total Hrs	Total Pay	
ANJANI VIRK	GM	\$16.97	8.00			8.00	8.00	8.00	8.00	8.00			48.00	\$814.56	
COVARRUBIAS JESUS	HOUSEMAN PT	\$10.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00		56.00	\$560.00	
BLANCA SANCHEZ	HOUSEKEEPING PT	\$8.25	6.00	5.00	6.00		4.00		6.00		6.50	6.00	39.50	\$325.88	
ESPINOZA FRANCEIA	HOUSEKEEPING PT	\$8.25				9.00	6.00	6.00	6.00	6.00	6.50	6.00	45.50	\$375.38	
ESPINOSA GRISELDA	HOUSEKEEPING PT	\$8.25										6.00	6.00	\$49.50	
JASON OLSZYNSKI	FRONT DESK PT	\$8.25	8.00	8.00			8.00	8.00	8.00	8.00	9.00	8.00	65.00	\$536.25	
HINJOSA MARIA	HOUSEKEEPING PT	\$8.25	7.00	7.00	6.00	9.00	6.00			7.00	7.50	6.00	55.50	\$457.88	
ROSEILA BANDORIO	BREAKFAST FT	\$8.25	5.00	3.00	3.00	5.00				4.00	4.50	3.50	32.00	\$264.00	
MENDOZA CLAUDIA E.	FRONT DESK	\$8.50	8.00	8.00	8.00			8.00	8.00			8.00	48.00	\$408.00	
RAMIREZ CARINA	HOUSEKEEPER PT	\$8.25	7.00	6.00		6.00	9.00	7.00	7.00	7.00	6.00		55.00	\$453.75	
MEGAN WILKIE	HOUSEKEEPER PT	\$8.25	8.00	4.00	5.50								17.50	\$144.38	
SALAZAR MARIA	HOUSEKEEPER PT	\$8.25		5.00	6.00	6.00	6.00	6.00	6.00	6.00	6.50		41.50	\$342.38	
THOMAS W. JINKINS	MAINTENANCE FT	\$10.00	7.50	9.00	8.00	13.50	4.50			7.50	4.00	7.50	61.50	\$615.00	
TINOCO JUANA	HOUSEKEEPER PT	\$8.25	6.00	5.00	6.00	6.00	6.00	6.00				6.00	41.00	\$338.25	
VILLALOBOS MARIA	HOUSEKEEPING FT	\$9.00			8.00	11.00	8.00	8.00	8.00			8.00	51.00	\$459.00	
WILDRIDGE DERRICK	FRONT DESK FT	\$9.25			4.00	13.00	8.00	8.00	8.00	8.00	8.00	7.00	64.00	\$592.00	
WOODS FELISHA	FRONT DESK PT	\$8.25		8.00	8.00		8.00		8.00		8.00	8.00	48.00	\$396.00	
RICHARDS JOSHUA	BREAKFAST FT	\$8.25			4.00	5.00	6.50	6.50				4.50	26.50	\$218.63	
JOSHUA GUZMAN	FRONT DESK PT	\$8.25	8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	64.00	\$528.00	
TOTALS													865.50	\$7,878.81	

EXHIBIT "B"